

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT, hereinafter to be called the MPO STAFF SERVICES AGREEMENT ("Agreement"), made and entered into this 15th day of January, 2008, by and between the Hillsborough County Metropolitan Planning Organization, a certified transportation planning agency of the Tampa Bay Transportation Management Area, hereinafter called the MPO and the Hillsborough County City-County Planning Commission, hereinafter called the "Commission".

WITNESSETH:

WHEREAS, the MPO, pursuant to the power conferred upon it by Section 5.02 of the *Interlocal Agreement for the Creation of the MPO*, among Hillsborough County, the Cities of Tampa, Temple Terrace, and Plant City, the Tampa-Hillsborough County Expressway Authority, Hillsborough County Aviation Authority, Tampa Port Authority, Hillsborough Transit Authority, Hillsborough County City-County Planning Commission, and Florida Department of Transportation, dated October 20, 2004, may enter into contracts with local or state agencies and private planning or engineering firms to utilize the staff resources of local and/or state agencies; and

WHEREAS, it is contemplated that Commission personnel will perform a substantial portion of each task necessary to carry out the transportation planning and programming process mandated by federal regulations as a condition precedent to the receipt of federal funds for the planning, construction, or operation of transportation programs and projects, as described in Section 5.03 of the aforesaid Interlocal Agreement; and

WHEREAS, it is deemed by the parties to be appropriate and necessary that the duties and obligations of the Commission, in relation to its role as a participating agency in the planning process, be defined and fixed by formal agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the parties agree as follows:

3.00 Scope of Services.

The Executive Director of the Commission shall furnish the MPO with the professional staff necessary to fulfill the requirements of this Agreement, including without limitation, designation of an Executive Director, technical and administrative services, clerical services, together with office supplies, furniture and equipment, office and other space, and such incidental items as may be required and necessary to manage the business and affairs of the MPO to carry out the transportation planning and programming process specified by the Interlocal Agreement. Designation of a new Executive Director shall be ratified by the MPO Board. Unless otherwise provided for in this Agreement, the performance of such service and functions shall be limited to those specified in the Unified Planning Work Program.

3.01 Executive Director.

The Executive Director shall report directly to the MPO governing board for all matters regarding the administration and operation of the MPO. The Executive Director shall be responsible to the MPO for the conduct of the transportation planning process as well as the assignment, direction, and control of all personnel necessary thereto; the development of an appropriate organizational structure to carry out the responsibilities set forth in this Agreement; and the development of procedures to monitor and coordinate the transportation planning process. The MPO Board, under the leadership of the Chairman, will be provided the opportunity to participate in an annual review of the performance of the Executive Director.

3.02 Commitment of Personnel.

The Executive Director shall annually prepare a detailed listing of all tasks necessary and incident to carrying out the transportation planning process, budget required to carry out such tasks, and the anticipated work products identified in the UPWP. The staff shall perform duties and functions to coordinate the activities established by the Interlocal Agreement; and perform such other duties as may be assigned by the MPO.

report publication provisions, rental of space or equipment, and indirect costs.

4.04 Audit and Inspection.

The Commission shall permit and shall require its contractors to permit CTD, FHWA, FTA, and the FDOT authorized representatives to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records; and to audit the books, records and accounts of the Commission pertaining to the development of any federally or state funded Project. Records of costs incurred under terms of this Agreement shall be maintained by the Commission and made available upon request to the CTD, FDOT, FTA or FHWA at all times during the period of a specific Unified Planning Work Program and for three years after final payment is made on a specific Unified Planning Work Program. Copies of these documents and records shall be furnished to the CTD, FDOT, FTA or FHWA upon request.

5.00 Reimbursement of Commission.

The MPO hereby agrees that it shall reimburse the Commission for all eligible costs incurred and services rendered under this Agreement as specified in the UPWP and in accordance with the procedures established pursuant to this Agreement. Approval of requests for disbursements should be contingent upon submittal of satisfactory backup and supporting material, including progress reports and technical reports.

5.01 Invoices and Progress Reports.

The Commission shall provide to the FDOT or applicable federal and/or state agencies, quarterly progress reports and an invoice for reimbursement to the MPO for transportation planning expenditures conducted in accordance with the UPWP. The progress reports and invoices shall comply with all audit standards required by the applicable agency.

of race, color, national origin, sex, age, disability/handicap, or income status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation. The Commission will not participate either directly or indirectly in the discrimination prohibited by the Regulations, including employment practices when the Agreement covers the program governed by the Regulations.

7.01 Compliance with Regulations.

The Commission shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the US Department of Transportation which are herein incorporated by reference and made a part of the Agreement.

7.02 Solicitations for Subcontracts, Including Procurements of Materials and Equipment.

In all solicitations made by competitive bidding or negotiations made by the Commission for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by the Commission of obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, religion, sex or national origin.

7.03 Information and Reports.

The Commission will provide all information and reports required by the Regulations, or orders, and instructions issued pursuant thereto, and will permit access to its books, records, accounts and other sources of information and its facilities as may be determined by the CTD, FDOT, FHWA or FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Commission is in the exclusive possession of another who fails or refuses to furnish this information, the Commission shall certify to the FDOT, FHWA or FTA as appropriate, and shall set forth what efforts it has made to obtain the information.

"No member, officer or employee of the Commission or of the locality during this tenure or for one year thereafter shall have any interests, direct or indirect, in this contract or the proceeds thereof."

This provision shall not be applicable to any agreement between the Commission and its fiscal depositories, or to any agreement for utility services, the rates for which are fixed or controlled by a governmental agency.

10.00 Execution of Agreement.

This Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

11.00 Duration of Agreement and Withdrawal Procedure.

This Agreement shall remain in effect until terminated by the parties to the Agreement. Any party may withdraw from said Agreement after presenting, in written form, a notice of intent to withdraw to the other parties at least 90 days prior to the intended date of withdrawal, provided financial commitments made prior to withdrawal are effective and binding until such time as withdrawal from this Agreement.

11.01 Termination or Suspension Generally.

If the Commission abandons or, before completion, finally discontinues the Project; or if for any other reason, the commencement, prosecution, or timely completion of the Project by the Commission is rendered improbable, infeasible, impossible, or illegal, the MPO may, by written notice to the Commission, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the MPO may terminate any or all of its obligations under this Agreement.

11.02 Action Subsequent to Notice of Termination or Suspension.

Upon receipt of any final termination notice under this Section, the Commission shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other

15.0 Notices.

All notices, demands, and correspondence required or provided for under this agreement shall be in writing and delivered in person or by certified mail, return receipt requested. Notice required to be given shall be addressed as follows:

Hillsborough County City-County
Planning Commission
601 E. Kennedy Blvd., 18th Floor
Tampa, Florida 33602

Hillsborough County Metropolitan
Planning Organization
601 E. Kennedy Blvd., 18th Floor
Tampa, Florida 33602

This Agreement shall become effective on upon execution by all parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Memorandum of Agreement to be duly executed in their behalf on the dates shown below.

HILLSBOROUGH COUNTY
METROPOLITAN PLANNING
ORGANIZATION

HILLSBOROUGH COUNTY
CITY-COUNTY PLANNING
COMMISSION

By: Joseph A. Affronti, Sr.

By: Bruce P. Cury

Print
Name: Joseph A. Affronti, Sr.

Print
Name: Bruce P. Cury

Title: Chairman

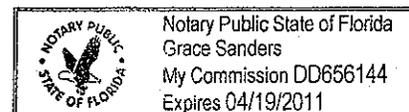
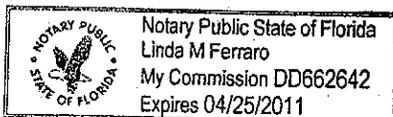
Title: Chair

Date: January 15, 2008

Date: January 14, 2008

Linda M. Ferraro

Grace Sanders



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339.175

(6) (g)

Each M.P.O. shall have an executive or staff director who reports directly to the M.P.O. governing board for all matters regarding the administration and operation of the M.P.O. and any additional personnel as deemed necessary. The executive director and any additional personnel may be employed either by an M.P.O. or by another governmental entity, such as a county, city, or regional planning council, that has a staff services agreement signed and in effect with the M.P.O. Each M.P.O. may enter into contracts with local or state agencies, private planning firms, private engineering firms, or other public or private entities to accomplish its transportation planning and programming duties and administrative functions.

339.175

(2) (b)

Each M.P.O. designated in a manner prescribed by Title 23 of the United States Code shall be created and operated under the provisions of this section pursuant to an interlocal agreement entered into pursuant to s. 163.01. The signatories to the interlocal agreement shall be the department and the governmental entities designated by the Governor for membership on the M.P.O. Each M.P.O. shall be considered separate from the state or the governing body of a local government that is represented on the governing board of the M.P.O. or that is a signatory to the interlocal agreement creating the M.P.O. and shall have such powers and privileges that are provided under s. 163.01. If there is a conflict between this section and s. 163.01, this section prevails.